

ARTISTS' CONTRACTS AND ARTISTS' RIGHTS

Fokus Grupa

The genealogy of the manifesto in the arts can be traced back to political proclamations – documents which put forth an agenda of certain political programs and goals. This is not surprising as artists and intellectuals have been increasingly involved in political affairs since the 19th century. Agitating for political/artistic claims was therefore a *natural* process embraced by avant-garde artists who arguably inaugurated the use of manifestos in the arts. Art manifestos have become so important that the avant-garde was canonized largely relying on the self-identification scriptural practices of different artistic groups expressing their programs and goals. For example, Alfred Barr's famous 1936 diagram for the MoMA exhibition "Cubism and Abstract Art," which presented the development of modern art in the West, singled out several early modernist and avant-garde movements, at least half of which were self-identified groups around their respective manifestos.¹

Even though they were developed from the rhetoric of social and political agitation, the proclamations espoused in art manifestos have been largely embraced by the art world – perhaps as a consequence of their straightforward way of address. Indeed, art manifestos have come to be more commonly perceived as art ephemera or as art works in and of themselves, rather than operative ideas to be put into practice in order to achieve certain goals. To be sure the manifesto reflects individual or group agendas of what the art world and even the world is and what it should become, often using agitational rhetoric to prescribe future developments.

Approximately at the same time as the art manifesto emerged, a different type of textual *promotion* of artistic practices arose in the context of the Russian avant-garde. In line with the ideals of the 1917 Russian revolution, Kazimir Malevich drafted one of the earliest documents dealing with artists rights entitled "Deklaratsiya prav khudozhnika: Zhizn' khudozhnika" (Artists Rights Declaration: The Artist's Life) published in *Anarchya* (Anarchy) in June 1918. Oriented towards art as labor and artists as workers, Malevich's text defines artistic practice in the context of the legal and economic frameworks at play after the art work *leaves*

the possession of its producer. This type of agreement, even though in many ways similarly utopian in its goals as the art manifesto, was nonetheless grounded in a legal rhetoric.

In line with their preoccupation with textual instructions, documents, definitions etc., conceptual practices of the 1960s and 1970s further developed such agreements designed to protect artists and their work, as opposed to the contract which usually benefits the buyer or the dealer.

Weather challenging bourgeois tastes, expanding the field of art or resisting commodification of art works/practices, both the manifesto and the contract function in two different ways. While manifestos intentionally work against the grain of the art world, they have nevertheless been historicized as merely art ephemera; meanwhile, contracts, which mainly intend to regulate the art system instead of revolutionizing it, have been raised at the level of art works as they closely resemble the textual instructions, documents, definitions which entered the 1960s conceptual practices.

Since the beginning of the 20th century, objects such as the urinal, originally a functional design object, have been used to expand the understanding of what is perceived as art – Duchamp's example is used when a project is denied the status of "art." Furthermore, as Boris Groys observed: "Looking for modern art in today's museums, one must realize that what is to be seen there as art is, above all, defunctionalized design fragments, be it mass-cultural design, from Duchamp's urinal to Warhol's Brillo Boxes, or utopian design that—from Jugendstil to Bauhaus, from the Russian avant-garde to Donald Judd—sought to give shape to the "new life" of the future. Art is design that has become dysfunctional because the society that provided the basis for it suffered a historical collapse, like the Inca Empire or Soviet Russia."²

Maria Eichhorn's project "The Artists' Contracts" shows contracts as case studies in a context of an exhibition. In the interviews Eichhorn conducted in the related publication³ artist Daniel Buren explicitly differentiated his artistic work from the contract he devised. This is not the case with others. Adrien Piper for example, included a clause in the contract, which very much resembles her artistic strategies: "No single work by the Artist shall be sold by the Dealer at a percentage discount... since it is already subject to the 50% Off Black Artist Discount and 25% Off Women Artist Discount."

It would be tempting to conclude that what the manifesto was for the avant-garde, the artist agreement/contract was for conceptual art. Both the manifesto and the artist agreement are still thriving to this day, but the relevance of the manifesto has obviously decreased with the end of modernism, while the need to regulate and maintain the existing system has become more relevant since the 1960s. Looking

at the wider political context, one might say that at least in the *Western* context, the language of arms has been substituted by the more *benevolent* language of the law.

The research of Fokus groupa began in 2009 with a project carrying a somewhat misleading title “Art and Market.”⁴ We investigated different case studies, contracts and actions by artists and self-identified art workers dealing with artists’ rights as well as art works that negotiate the established production process, the distribution and the circulation of art. We have published our research, which was initially presented in the form of a lecture-discussion, as a newspaper and as a website. With every new presentation and discussions we gained different insights into specific case studies from different parts of the world and art contexts.⁵

Since 2011 we have begun to work in a somewhat different way. Continuing our research into the *politics of art* we created an open series of drawings, work in progress entitled “Pjevam da mi prođe vrijeme”(I Sing to Pass the Time)⁶ based on various visual documents of political and or legal interventions by artists and art workers throughout the 20th century. Contrary to the outlined presentation of “Art&Market”, “Pjevam da mi prođe vrijeme” consists of drawings, which are *indexes* of different treads of open research that are continuously added to the project.

In 2012, we were invited to organize an event in the framework of the program “Micropolitics” organized by “[BLOK] Local Base for Culture Refreshment”, dealing with the relationship between art and money.⁷ Our afore-mentioned projects gave us an insight into a fair amount of cases where artists and art workers approached the art system as a field in which political and ideological issues are pursued. Thinking of the format for the “Micropolitics” event, we decided to organize a workshop. Entitled “Artist Contracts as Artistic Manifestos,” the workshop emphasized that the need to self-organize, to be involved in the circulation of art works, to be protective of the intended meaning of the work of art, in other words to draft an agreement, is a reflection of a certain value system.

Even though many of the contracts were drafted with the intention to be used for all types of artistic production, nonetheless, all of the agreements we came across were produced by those who involved in conceptual or context-based practices. This might also be the result of our own practice as well as our interests in the wider context of art. We also observed that agreements drafted by conceptual artists such as Seth Siegelaub’s from the US or Sanja Iveković and Dalibor Martinis from Yugoslavia, haven’t been enthusiastically received by institutions, gallerists and collectors.⁸

Working with different art practitioners and students, we tried to discuss the need to view one’s work as part of a wider economical and political framework and think of the different ways in which we can be responsible for the use and misuse of artistic labor.

We started the workshop with analyzing and discussing specific agreements⁹, through which participants of the workshop could better reflect on their own position towards the circulation and presentation of their work. Finally, all the participants including ourselves drafted a hypothetical agreement that could be employed after a consultation with a lawyer in a legal system in a specific context, which essentially expresses what each author of the contract finds relevant for her/his/ practice.

1 More information about Barr's diagram here:

http://www.moma.org/learn/resources/archives/archives_highlights_02_1936

2 See Boris Groys, "Politics of installation":

http://www.e-flux.com/journal/politics-of-installation/#_ftnref2

3 See Maria Eichhorn, ed., *The Artists' Contracts*, Köln: Verlag der Buchhandlung Walther König

4 "Art&Market [There is No Art Without Consequences]" is an art related research project started on a three-month residency in Republic of Korea where we engaged with questions such as art's relation to money, as well as art's position in gentrification processes and inherent power relations within public space. The title "Art&Market", what we came to understand later, to many evoked a manual, a set of instructions on how to enter the art market.

5 For more information on Fokus Grupa's Art and Market project see:

<http://artandmarket.fokusgrupa.net/>

6 "Pjevam da mi prođe vrijeme" is a title appropriated from a song by Croatian singer/songwriter Arsen Dedić, which deals with a disbelief in political potential of activism in music.

7 See more at: <http://mikropolitike.blok.hr>

8 These artistic contracts are reproduced below.

9 For the workshop we analyzed agreements by: Seth Siegelaub, Lawrence Weiner, Adrian Piper, Daniel Buren, Sanja Iveković and Dalibor Martinis.

Fokus Grupa is an art collective based in Zagreb formed by Iva Kovač and Elvis Krstulović. They work within the framework of post-conceptual art practices. In recent production Fokus Grupa gave lectures, made interviews and published content dealing with artist rights and the role of art within the public space [Art&Market], narrated the history of the 'art proletariat' [I Sing for Time to Pass] (published in *Micropolitics Notebook* 2011).

Artistic Agreement Sanja Iveković and Dalibor Martinis

ARTIST

Surname, name _____

Address _____

Account No _____

(later in the text referred to as Artist)

ORGANIZATION OF COLLECTIVE LABOR: _____

Address _____

Account No _____

(later in the text referred to as: Gallery)

Artist and the Gallery have drafted on the (date) _____ in (place) _____
_____ this

AGREEMENT

On conditions of public presentation of artworks in organizations of collective labor in the field of culture or in the organizations of collective labor with an independent cultural program

1. PRODUCTION

1.01. Author will lend the following artworks or organize the following event to be exhibited/presented in the Gallery:

1.02. Author will exhibit mentioned artworks or realize the mentioned artistic event in the Gallery (or in another space arranged for by the Gallery)

from (date) _____ to (date) _____

1.03. Mentioned artworks/event will be exhibited/produced in _____
_____ part of the Gallery space occupying approximately _____ (size)
and will not be confined in-between any other artworks.

1.04. Aforementioned artworks or concept of the mentioned artistic event the Artist will submit to the Gallery on the (date) _____ in a fitting state to be exhibited/realized, accept if it was agreed otherwise.

1.05. Costs of transportation of afore-mentioned artworks to the Galley is the responsibility of _____ and the costs of transport from the Gallery to the Author is the responsibility of _____.

1.06. Once the works are delivered to the Gallery all other costs are the responsibility of the Gallery.

1.07. The gallery takes the responsibility to exhibit all the mentioned artworks or realize the mentioned artistic manifestation. Each possible modification has to be consulted with the Author.

2. REMUNERATION

2.01. The Gallery is obliged to reimburse the Author with the following amount as a remuneration for:

- a) renting the artworks _____
- b) for the concept/realization of the artistic event _____
- c) other: _____

2.02. Remuneration from the following article of this agreement amounts to _____ % of the net amount at the disposal of the Gallery allocated for the mentioned exhibition/event.

2.03. The Gallery will reimburse the Artist in the statutory term after receiving the invoice.

2.04. In the case that the Gallery cancels the agreed exhibition/event the Gallery is obliged to reimburse the Artist equivalent to the 50% of the remuneration agreed upon.

3. PRODUCTION

3.01. Gallery commits itself to ensure the supplementary resources, professional and technical assistance necessary for appropriate exhibition/event set up/realization.

3.02. The Artist commits himself/herself to collaborate on the set up of the exhibition, or the realization of the event unless some other agreement is reached.

4. DOCUMENTATION

4.01. Exhibition/event will be documented in the following manner:

- a) photographed
- b) filmed on tape
- c) videotaped
- d) other: _____

4.02. All the expenses of the documentation process is covered by:

- a) Gallery
- b) Artist

4.03. Rights of use and duplication of documentary material (accept for the archival purposes) the Gallery can obtain only with special agreement with the Artist who is the sole copyright holder.

5. CATALOG/ARTSTIC PUBLICATION/PRINTED INFORMATION

5.01. Gallery obliges to provide a:

a) catalog b) publication c) printed information accompanying the exhibition/event following these specifications:

- a) edition
- b) dimensions
- c) number of pages
- d) author of the preface
- e) number of copies (colour - black/white)
- f) full price
- g) technique

5.02. Catalogue/publication will be prepared in collaboration and with the approval of the Artist.

5.03. The costs of the production of the catalog/publications is the responsibility of the Gallery unless it was agreed upon differently:

6. PROMOTION:

6.01. The Gallery is obliged to announce the exhibition/event in printed material it issues and in the media with prior approval of the Artist.

6.02. The Gallery is obliged to organize the opening of the exhibition/event announcing it with invitation cards with prior approval of the Artist.

7. In case the Artist is not able to prepare his/her works for exhibiting or to realize the concept of the event, then he/she is obliged to inform the Gallery _____ days before the opening. Thereby the responsibilities of the Author and the Gallery as defined by this agreement cease to be valid.

8. In case the Artist does not fulfill his/her obligations as stated in the articles 1.01, 1.04. and 7. of this agreement, the Artist obliges him/herself to compensate all the real costs and damage that resulted in the obligations of the Gallery toward third legal and private parties.

9. Additional arrangements:
.....
.....

10. This agreement becomes valid when signed by the Artist and the Gallery.

11. In case of legal dispute a Zagreb legal court will be consulted.

12. This agreement is drafted in copies out of which one is for the Artist and for the Gallery.

Artist Signature

Gallery representative signature

THE ARTIST'S RESERVED RIGHTS TRANSFER AND SALE AGREEMENT

SECOND EDITION

The accompanying form is the second edition of the contract conceived by Seth Siegelaub and drafted by Robert Projansky, a New York attorney, in 1971. It has been revised by Mr. Projansky.

The original contract was well-received by artists, but distribution was limited and its legal language was rather forbidding. The version published on this poster is much shorter, easier to read and easier to use.

WHAT THE CONTRACT DOES

The contract is designed to give the artist:

- 15% of any increase in the value of each work each time it is transferred;
- a record of who owns each work at any given time;
- the right to have the work remain unaltered by the owner;
- the right to be notified if the work is to be exhibited;
- the right to show the work for 2 months every five years (at no cost to the owner);
- the right to be consulted if restoration becomes necessary;
- half of any rental income paid for the work, if there ever is any;
- all reproduction rights.

The economic benefits would last for the artist's lifetime, plus the life of a surviving spouse, plus 21 years, so as to benefit the artist's children while they are growing up. The aesthetic controls would last for the artist's lifetime.

WHEN TO USE THE CONTRACT

The contract form is to be used when the artist parts with each work **FOR KEEPS**:

Whether by sale, gift, or trade for things or services.

WHEN TO USE THE CONTRACT

The contract form is to be used when the artist parts with each work **FOR KEEPS**:

Whether by sale, gift, or trade for things or services;

Whether it's a painting, a sculpture, a drawing, a non-object piece or any other fine art;

Whether to a friend, a collector, another artist, a museum, a corporation, a dentist, a lawyer—anyone.

It's **NOT** for use when you *lend* your work or *consign* it to your dealer for sale; it **IS** for use when your dealer sells your work (or if he buys it himself).

HOW TO USE THE CONTRACT

1. Photocopy the contract form. You'll need 2 copies for each transfer. Save this original to make future copies and for reference.
2. Fill out both copies, using the checklist instructions in the margin.

You may want to enter "Artist's address" as c/o your dealer.

Note that the contract speaks in terms of a "sale"; the word "sell" is used for the sake of simplicity (likewise we use the word "purchaser" because it's the most all-inclusive word for this purpose). In a sense, even if you are giving or trading your work you are "selling" it for the promises in the contract plus anything else you get.

In paragraph 1 enter the price **OR** the value of the work. You can enter any value that you and the new owner agree upon. If he sells it later for more he will have to pay you 15% of the increase, so the higher the number you put in originally the better break the purchaser is getting. If you are giving a friend a work or exchanging with another artist (be sure to use two separate contracts for the latter situation) you might want to enter a very low value so you would get some money even if he/she resells it at a bargain price.

If there are things you wish to delete or modify, cross out what you don't want and make any small changes directly on the form, *making sure that both parties initial all such strikeouts and changes*. If you don't have room on the form for the changes you want, add them on separate sheets entitled "Rider to Contract" and *be sure both are signed by parties and dated*. You should consult an attorney for extensive changes.

3. You and the purchaser sign both copies so each will have a legal original.

4. Before the work is delivered be sure to cut out the NOTICE from the lower right corner of one copy and affix it to the work. Put it on a stretcher bar or under a sculpture base or wherever it will be aesthetically invisible yet findable. Protect it with a coat of clear polyurethane or the like.

If your work simply has no place on it for the NOTICE or your signature—in which case you should always use an ancillary document which describes the work, which bears your signature and which is transferred as a (legal) part of the work—glue or copy the NOTICE on that document.

RESALE PROCEDURE

When a work is resold the seller makes three copies of the TRANSFER AGREEMENT AND RECORD ("TAR") from the original contract, fills them out entering the value that he and the next owner have agreed on, and both of them sign all three copies. The seller keeps one, sends one to the artist with the 15% payment (if required) and gives one to the new owner along with a copy of the original agreement, so he will know his responsibilities to the artist and have the TAR form if the work is resold again.

THE DEALER

If you have a dealer he will be very important in developing your use of the contract. He should make use of the contract a policy of the gallery, thereby giving the artists in the gallery collective strength against those collectors and institutions who don't really have the artist's interests at heart.

Remember, your dealer knows all the ins and outs of the art world; he knows the ways to get the few reluctant buyers to sign the contract—the better the dealer the more ways he knows. He can do what he does now when he wants something for one of his artists—give the collector favors, exchange privileges, discounts, hot tips, advice, time and all the other things buyers expect and appreciate. It even gives him an opportunity to raise the subject of prospective increase in the value of your work without seeming crass.

The contract helps dealers do what they try to do now anyway. Dealers try to keep track of the work they have sold, but now they can only rely on hit-or-miss intelligence and publicity. The contract creates a simple record system which will automatically maintain a biography of each work and a chronological record of ownership. It makes giving a *provenance* no trouble at all. And it's almost costless to administer, only another few minutes of typing for each sale.

Using the contract is mostly a state of mind. If your dealer doesn't think the benefits of the contract are important he will have dozens of reasons why he can't get the buyers to sign it; if he cares and wants those benefits for you he'll use it every time and he won't lose a sale.

THE FACTS OF LIFE: YOU, THE ART WORLD AND THE CONTRACT

The vast majority of people in the art world feel that this idea is fair, reasonable and practical. Reservations about using the contract can be summed up in two basic statements:

- "... the economics of buying and selling art is so fragile that if you place one more burden on the collectors of art, they will simply stop buying art ..."; and
- "... I will certainly use the agreement, but only if everyone else uses it ..."

The first statement is nonsense. Clearly the *art* will be just as desirable with as without the contract, and there's no reason why the value of any work should be affected, especially if this contract is standard for the sale of art, which brings us to the second statement. If there's a problem here, it's the concern of artists or dealers that the insistence on use of this contract will jeopardize their sales in a competitive market. Under careful scrutiny this proves to be mostly illusory.

All artists sell, trade and give their work to only two kinds of people:

- those who are their friends;
- those who are not their friends.

Obviously, your friends won't give you a hard time. The only trouble will come with someone who isn't your friend. Since surely 75% of all serious art that's sold is bought by people who are friends of the artist or dealer—friends who drink together, weekend together, etc.—resistance will come only in some of those 25% of your sales to strangers. Of those people, most will wish to be friendly with you and won't hesitate to sign the contract to show their respect for your ongoing relationship with your work. This leaves perhaps 5% of your sales which encounter serious resistance over the contract, and even this should decrease toward zero as the contract comes into widespread use.

In short, this contract will help you discover who your friends are.
If a buyer wants to buy but doesn't want to sign, tell him that all your work is sold under the contract, that it's standard for your work.

You can point out to the reluctant buyer:

The contract doesn't cost anything unless your work appreciates in value; most art doesn't;

If he makes a profit on your work you get only a small percentage of it—about the equivalent of a waitress's tip;

If you like you can offer to take your prospective 15% payment in something other than money, or to give him a partial credit against a new work;

Or you can offer to put in an original value that's more than what he's paying, giving him a free ride on part of any prospective profit.

Of course, if a collector buys a work refusing to sign the contract he will have to rely on good will when he wants you or your dealer to appraise, restore or authenticate it. Why he should expect to find good will there is anybody's guess.

Is the buyer really going to pass up your work because you ask him to sign this contract? Work that he likes and thinks is worth having? If the answer is 'yes', given the fact that it doesn't cost him a thing to give you, the artist, the respect that you as the creator of the work deserve—if that will keep him from buying, he is too stubborn and foolish for anyone to tell you how to illuminate him. Non-use of this contract is a dumb criterion for selecting art.

ENFORCEMENT

First, let's put this in perspective: most people will honor the contract because most people honor contracts. Those who are likely to cheat you are likely to be the same ones who gave you a hard time about signing the contract in the first place. Later owners will be more likely to cheat you than the first owner, but there are strong reasons why both first and future owners of your work should fulfill the contract's terms.

What happens if owner #1 sells your work to owner #2 and doesn't send you the transfer form? (He's not sending your money, either.)

Nothing happens. (You don't know about it yet.)

Sooner or later you do find out about it because the grapevine will get the news to you (or your dealer) anyway. Then, if owner #1 doesn't come across you can sue him. He will be stuck for 15% of the profit he made OR 15% of the increase in value to the time you heard about it, which may be much more. Also, note that if you have to sue to enforce any right under the contract, Paragraph 14 gives you the right to recover reasonable attorney's fees in addition to any other remedy to which you may be entitled. Clearly, owner #1 would be foolish to take the chance.

As to falsifying values, there will be as much pressure from new owners to put in high values as there is from old owners to put in low values. In 95% of the cases the amount of money to be paid the artist won't be enough to make them lie to you (in unison).

SUMMARY

We realize this contract, like its predecessor, will disturb some dealers, museums and high-powered collectors, but the ills it remedies are universally acknowledged to exist and no other practical way has ever been devised to cure them.

Its purpose is to put you—the artist—in the same position as the man behind the rent-a-car counter. He didn't write his contract, either, but he says: if you want it, sign here. You do the same.

Using this contract doesn't mean all your art world relationships will be strictly business hereafter or that you have to enforce every right down to the last penny. Friends will still be friends and if you want to waive your rights you can, but they will be YOUR rights and the choice will be YOURS.

The contract in its prior form has been used by many artists—known, well-known and unknown. Use it. It's enforceable. The more artists and dealers who use it, the better and easier it will be for everybody to use it. It requires no organization, dues, meetings, registration or government agency—just your desire to protect the integrity of your art.

What it gives you, the artist, is a legal tool you can use to establish continuing rights in your work at the time you transfer it but whether or not you use the contract is up to you. Consider the contract as a substitute for what is available otherwise: nothing.

This has been created for no recompense to the author for just the pleasure of attacking a challenging problem, and it is based on the feeling that should there ever be a question about artists' rights in reference to their art, the artist is more right than anyone else.

Please POST, REPRODUCE and USE this poster freely. The poster is not to be sold. The cost of the production, printing, and distribution of this document has been underwritten by Associated Councils of the Arts, 1564 Broadway, NY, NY 10036. If you use this contract please let us know. Address all substantive queries to Artists' Rights Association, 27 West 15th St., NY, NY 10011.

AGREEMENT OF ORIGINAL TRANSFER OF WORK OF ART

fill in names,
addresses of
parties

Artist: _____ address: _____

Purchaser: _____ address: _____

WHEREAS Artist has created that certain Work of Art ("the Work"):

fill in data
identifying the
Work

Title: _____ dimensions: _____

media: _____ year: _____ and

WHEREAS the parties want the Artist to have certain rights in the future economics and integrity of the Work,
The parties mutually agree as follows:

fill in
agreed value

1. **SALE:** Artist hereby sells the Work to Purchaser at the agreed value of \$ _____

2. **RETRANSFER:** If Purchaser in any way whatsoever sells, gives or trades the Work, or if it is inherited from Purchaser, or if a third party pays compensation for its destruction, Purchaser (or the representative of his estate) must within 30 days

identifying the Work

fill in agreed value

fill in date both sign

fill in data identifying the Work

fill in date

fill in names, addresses of parties

do not FILL in anything between these lines

fill in date fill in names of parties and Artist's address on both Notices

media: _____ year: _____ and

WHEREAS the parties want the Artist to have certain rights in the future economics and integrity of the Work,
The parties mutually agree as follows:

1. **SALE:** Artist hereby sells the Work to Purchaser at the agreed value of \$ _____
2. **RETRANSFER:** If Purchaser in any way whatsoever sells, gives or trades the Work, or if it is inherited from Purchaser, or if a third party pays compensation for its destruction, Purchaser (or the representative of his estate) must within 30 days
 - (a) Pay Artist 15% of the "gross art profit", if any, on the transfer; and
 - (b) Get the new owner to ratify this contract by signing a properly filled-out "Transfer Agreement and Record" (TAR); and
 - (c) Deliver the signed TAR to the Artist.
 - (d) "Gross art profit" for this contract means only: "Agreed value" on a TAR less the "agreed value" on the last prior TAR, or (if there hasn't been a prior resale) less the agreed value in Paragraph 1 of this contract.
 - (e) "Agreed value" to be filled in on each TAR shall be the actual sale price if the Work is sold for money or the fair market value at the time if transferred any other way.
3. **NON-DELIVERY:** If the TAR isn't delivered in 30 days, Artist may compute "gross art profit" and Artist's 15% as if it had, using the fair market value at the time of the transfer or at the time Artist discovers the transfer.
4. **NOTICE OF EXHIBITION:** Before committing the Work to a show, Purchaser must give Artist notice of intent to do so, telling Artist all the details of the show that Purchaser then knows.
5. **PROVENANCE:** Upon request Artist will furnish Purchaser and his successors a written history and provenance of the Work, based on TAR's and Artist's best information as to shows.
6. **ARTISTS EXHIBITION:** Artist may show the Work for up to 60 days once every 5 years at a non-profit institution at no expense to Purchaser, upon written notice no later than 120 days before opening and upon satisfactory proof of insurance and prepaid transportation.
7. **NON-DESTRUCTION:** Purchaser will not permit any intentional destruction, damage or modification of the Work.
8. **RESTORATION:** If the Work is damaged, Purchaser will consult Artist before any restoration and must give Artist first opportunity to restore it, if practicable.
9. **RENTS:** If the Work is rented, Purchaser must pay Artist 50% of the rents within 30 days of receipt.
10. **REPRODUCTION:** Artist reserves all rights to reproduce the Work.
11. **NOTICE:** A Notice, in the form below, must be permanently affixed to the Work, warning that ownership, etc., are subject to this contract. If, however, a document represents the Work or is part of the Work, the Notice must instead be a permanent part of that document.
12. **TRANSFEREES BOUND:** If anyone becomes the owner of the Work with notice of this contract, that person shall be bound to all its terms as if he had signed a TAR when he acquired the Work.
13. **EXPIRATION:** This contract binds the parties, their heirs and all their successors in interest, and all Purchaser's obligations are attached to the Work and go with ownership of the Work, all for the life of the Artist and Artist's surviving spouse plus 21 years, except the obligations of Paragraphs 4, 6 and 8 shall last only for Artist's lifetime.
14. **ATTORNEYS' FEES:** In any proceeding to enforce any part of this contract, the aggrieved party shall be entitled to reasonable attorneys' fees in addition to any available remedy.

Date: _____

Artist

Purchaser

TRANSFER AGREEMENT AND RECORD

Title: _____ dimensions: _____

media: _____ year: _____

Ownership of the above Work of Art has been transferred between the undersigned persons, and the new owner hereby expressly ratifies, assumes and agrees to be bound by the terms of the Contract dated _____ between:

Artist: _____ address: _____ and

Purchaser: _____ address: _____

Agreed value (as defined in said contract) at the time of this transfer: \$ _____

Old owner: _____ address: _____

New owner: _____ address: _____

Date of this transfer: _____

SPECIMEN NOTICE

Ownership, transfer, exhibition and reproduction of this Work of Art are subject to a certain Contract dated _____ between:

Artist: _____

Address: _____ and

Purchaser: _____

Artist has a copy.

cut out, affix to Work

NOTICE

Ownership, transfer, exhibition and reproduction of this Work of Art are subject to a certain Contract dated _____ between:

Artist: _____

Address: _____ and

Purchaser: _____

Artist has a copy.

ZAMPA DI LEONE


DEAR SANJA, DON'T BE SO
LOGOCENTRIC!

